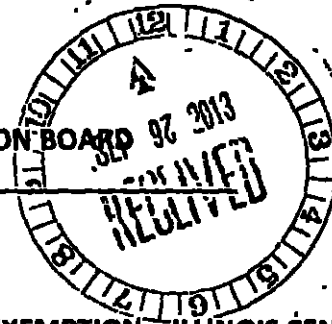


234897

BEFORE THE SURFACE TRANSPORTATION BOARD



STB DOCKET NO. 35247

GRENADA RAILWAY, LLC – ACQUISITION AND OPERATION EXEMPTION – ILLINOIS CENTRAL  
RAILROAD COMPANY

ROBERT J. RILEY'S MOTION TO COMPEL DISCOVERY FROM GRENADA RAILWAY LLC

ENTERED  
Office of Proceedings

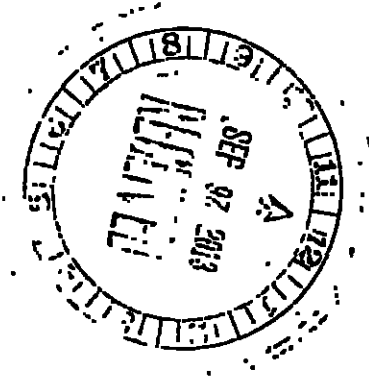
SEP 26 2013

Part of  
Public Record

Robert Riley  
1799 Greer Road  
Coldwater, MS 38618  
Tel. (662) 209-1549

September 25, 2013

Cynithia T. Brown, Chief  
Section of Administration, Office of Proceedings  
Surface Transportation Board  
395 E Street, SW, Room #100  
Washington, DC 20423-0001



Dear Ms. Brown,

Pursuant to 49 U.S.C. 771 (c) and (d) and 49 C.F.R., I, Robert J. Riley, moves for an order compelling Grenada Railway ("GRYR"), its attorney Fritz Kahn, and its owner Kern Schumacher, to answer interrogatories and produce documents. On September 5, 2013, I sent discovery to Fritz Kahn requesting that he answer questions about and produce documents pertaining to the sale of the Grenada Line, as well as other questions about their operations. Mr Kahn responded to my discovery request on September 10 and indicated that he was not willing to cooperate. It is necessary for the board to compel the Grenada Railway ("GRYR") to answer these interrogatories and produced the sought after documents because of new information I became aware of that indicates that the GRYR could have purchased the Grenada Line from the Illinois Central ("IC") on credit. GRYR could have planned, prior to purchasing the Grenada Line, to pay the IC for the Grenada line only after abandoning the track and profiting from the reselling of the track materials. This new evidence added to my Petition to Revoke proceeding could cause the board to reconsider their September 10 decision.

On September 5, 2013, I served Mr. Kahn with the following 70 interrogatories and 11 document requests and was sent to Mr. Kahn as follows:

I, Robert Riley, pursuant to 49 C.F.R. 1114.26, 1114.27 and 1114.30, hereby requests that Grenada Railway, LLC, and Kern Schumacher (collectively "Respondents") answer interrogatories, produce documents, and answer requests for admissions as set forth below. Each discovery request should be answered separately and fully in writing, unless all or a portion of it is objected to, in which event the reasons for objecting to the portion objected to should be stated, and the remainder of the request should be answered separately and fully in writing. The answers are to be signed under oath by the person making them. Respondents are requested to serve responses to this discovery within 15 days of the date of service hereof unless the parties otherwise agree. Respondents are also hereby instructed within five (5) business days of service of these discovery requests to advise me of Respondent's specific objections, Respondents will refuse to respond substantively to any of the discovery requests in whole or part. In the interest of time, such communication with respect to specific objections

and Respondents' refusal to respond substantively to discovery requests may be accomplished via written communication or via telephone conference. Respondents should contact me expeditiously to discuss any objections or questions regarding these requests.

## **DEFINITIONS**

1. "GRYR" means Grenada Railway LLC
2. "Schumacher" means Kern W. Schumacher
3. "A&K" means A&K Railroad Materials, Inc.
4. "IC" means Illinois Central Railroad Company, Waterloo Railroad Company, and their corporate parents, successors, and affiliates.
5. "STB" means the United States Surface Transportation Board.
6. "Grenada Line" means the entire network of rail lines and trackage acquired by GRYR pursuant to its notice of exemption filed on May, 29, 2009, between milepost 403 near Horn Lake, MS and milepost 703.8 near Canton, MS, and between milepost 603 near Bruce JCT, MS and milepost 614.42 near WV JCT, MS, a total distance of 186.82 miles.
7. "Respondents" means Grenada Railway, LLC, and Kern W. Schumacher collectively.
8. "South End" means the southern portion of the Grenada Line between milepost 622.5 near Grenada, MS and milepost 703.8 near Canton, MS.
9. "Document" means any writing or other compilation of information, whether printed, typed, handwritten, recorded, or produced or reproduced by any other process, including but not limited to letters; other correspondence, notes; memoranda; telegrams; papers; articles; books; periodicals; notebooks; contracts; instruments; studies; analyses; intracompany or other communications; records or reports between or negotiations between Respondents or any other person; transcripts; summaries, minutes or other records of, or lists of other records of persons attending or participating in, meetings, conferences, conversations, telephone calls, interviews or communications of any nature; diaries; calendars; appointment books; video or sound records; computer printouts; models; mathematical or statistical data, formulas or statements; graphs; charts; diagrams; plans; drawings; maps; photographs; expressions or statements of policy; brochures; pamphlets; circulars; trade letters; press releases; financial statements; accounting records; accountants' and other worksheets; invoices; receipts; and any other physical object containing, or permitting the production, writing, or printing of a visible image or sound.

Please note that the term "document" also includes e-mails. Further, the term "document" includes:

- (a) Both basic records and summaries of basic records, such as computer runs;
- (b) Both original versions and copies that differ in any respect from the original versions, including by handwritten notes, editing, interlineations or blind copies; and
- (c) Both documents that are or have been in the possession, custody or control of Respondents and documents that are or have been in the possession, custody, or control of consultants or others that have assisted Respondents in connection with this proceeding.

10 "Identify," when used in relation to an individual, corporation, partnership, or other entity, means to state the name, address, and telephone number thereof. "Identify," when used in relation to a document, means to:

- (a) state the nature of the document (e.g., letter, memorandum, etc.);
- (b) state the author, his or her address, each addressee, each recipient, date, number of pages, and the title of the document; and
- (c) provide a brief description of the contents of the document.

11. "Produce" means to provide legible, complete, and exact copies of responsive documents so long as the original responsive documents themselves are retained in files of Respondents, its counsel, or the consultants or others who have assisted Respondents in connection with this proceeding, and will be made available if requested. The copies should be sent, via expedited delivery, to me. To the extent reasonably possible in the particular circumstances, Respondents should identify the interrogatory or document request to which a particular document is responsive.

12. "Provide," "set forth," "state," "list," or "describe" means to supply a narrative response in accordance with 49 C.F.R. 1114.26. If the information sought in a particular request is contained in a pre-existing document, that document may be produced in accordance with 49 C.F.R. 1114.30 as an alternative to supplying a narrative response.

13. "Relating to" or "regarding" a subject means making a statement about, referring to, discussing, describing, reflecting, dealing with, consisting of, constituting, comprising, recording, or in any other way pertaining to the subject, either in whole or part and either directly or indirectly.

## **INSTRUCTIONS**

1. References to companies include the following: parent companies, hold companies, subsidiaries, predecessor firms, divisions, subdivisions, components, units, instruments, partnerships, joint ventures, officers, directors, employees, agents, representatives, attorneys, accountants, or consultants.
2. Where knowledge or information in Respondent's possession is requested, such requests include knowledge of Respondent's agents, representatives, contractors, consultants, and attorneys.
3. All uses of the conjunctive include the disjunctive and vice versa. Words in the singular include the plural and vice versa.
4. If Respondents cannot supply exact data in answering any discovery request that calls for a numerical response, Respondents should provide its best estimate of the data called for, indicate that it has provided its best estimate by making the notation "(est.)" in its response, and describe the basis upon which the estimate was derived.
5. If Respondents cannot answer any part of discovery request in full, after exercising due diligence to secure the information to do so, Respondents should so state and answer to the extent possible, specifying its inability to answer the remainder, and stating whatever information or knowledge it has of each unanswered part.
6. If Respondents claim that any document requested herein is privileged from disclosure, Respondents should:
  - (a) State the basis for such claim of privilege;
  - (b) State the nature of the information or document withheld;
  - (c) State the facts upon which the claim of privilege/other exclusion is based;
  - (d) Provide the number of such documents that are being withheld from the production on a claim of privilege along with an identification of each such document (author, any addressee, date, length in pages and subject(s)); and
  - (e) Answer any remaining part of the discovery request for which such claim is not made.
7. These interrogatories and requests for production of documents are continuing in nature, and responses should be supplemented promptly as more documents or information responsive to a request become available.

8. If a request for admission is denied, "the answer should specifically deny the matter or set forth in detail the reasons why the answering party cannot truthfully admit or deny the matter. A denial should fairly meet the substance of the requested admission, and when good faith requires that a party qualify his answer or deny only a part of the matter of which an admission is requested, he shall specify so much of it as is true and qualify or deny the remainder." 49 C.F.R. 1114.27(a).
9. A request cannot be denied for lack of information of knowledge unless the answering party states that it has made reasonable inquiry and that the information known or readily obtainable is insufficient to enable an admission or denial.

**Interrogatory No. 1:** Identify all corporations, companies, persons, or other entities that have an ownership interest in and/or control GRYR. Describe with particularity the percentage of ownership for each such entity.

**Interrogatory No. 2:** Identify all corporations, companies, persons or other entities that are affiliated with, owned by, or controlled by GRYR. Describe with particularity how such entity is affiliated, owned by or controlled and the percentage of ownership.

**Interrogatory No. 3:** Identify each officer of GRYR in May 2009, January 2010, January 2011, January 2012, and all current officers. Include job title and describe each officer's duties and responsibilities.

**Interrogatory No. 4:** Identify each officer of A&K and affiliated railroad companies including but not limited to V&S Railway, that also is or has been an officer of GRYR.

**Interrogatory No. 5:** List each railroad that A&K has ever owned or controlled directly or indirectly through another company such as V&S Railway, that has been filed for Abandonment, a Discontinuance of Service, or Embargoed before the STB.

**Interrogatory No. 6:** List each railroad that A&K has ever owned or controlled directly or indirectly through another company such as V&S Railway that is still in operation and not pending an Abandonment or Discontinuance of Service before the STB.

**Interrogatory No. 7:** Identify when and by what means Respondents learned that all or any portion of the Grenada Line, formally owned by IC was being made for sale.

**Interrogatory No. 8:** Identify each officer of A&K who was involved in communications with IC regarding the sale of the Grenada Line.

**Interrogatory No. 9:** Describe each communication that Respondents and/or A&K had with the IC Railroads concerning Respondent's efforts to purchase all or any portion of the Grenada Line.

**Interrogatory No. 10:** Identify each document that refers to, relates or evidences each communication referred to in response to Interrogatory No. 9.

**Interrogatory No. 11:** Describe each communication that occurred between Respondents and any party other than IC Railroads concerning Respondent's efforts to purchase all or any portion of the Grenada Line.

**Interrogatory No. 12:** Identify each document that refers to, relates to or evidences each communication in response to Interrogatory No. 11.

**Interrogatory No. 13:** Identify all studies, reports, terms, analyses, feasibility studies, commitment letters, agreements, correspondence or other documents or materials that refer, relate to, or describe the transaction by which GRYR acquired the Grenada Line.

**Interrogatory No. 14:** Identify all studies, reports, terms, analyses, feasibility studies, commitment letters, agreements, correspondence, or other documents or materials that refer to, relate to, or describe the traffic projections, market studies, break-even analyses, or other estimates of profitability performed by or on behalf of GRYR, its affiliates and/or related companies, as they relate to the Rail Line.

**Interrogatory No. 15:** Describe GRYR's efforts to increase traffic on the Grenada Line.

**Interrogatory No. 16:** Identify each customer that was on the Grenada Line when GRYR began operating the Grenada Line in May of 2009.

**Interrogatory No. 17:** Identify each Grenada Line customer that has stopping using rail service at any time during GRYR control and describe why each customer stopped using rail service.

**Interrogatory No. 18:** Identify each document that refers to, relates or evidences each communication between GRYR and such customers referred to in response to Interrogatory No. 17.

**Interrogatory No. 19:** Describe GRYR's efforts to resume operations on the GRYR branch between milepost 614.42 near WV JCT, MS and 603.0 near Bruce JCT, MS or lack thereof.

**Interrogatory No. 20:** Identify each document that refers to, relates or evidences each communication between GRYR and the Mississippi & Skuna Valley or Patriot Rail in response to Interrogatory No. 19.

**Interrogatory No. 21:** Identify how many cars of bridge traffic traveled over the South End in 2010 and 2011 and which customers these cars came from.

**Interrogatory No. 22:** Identify how much revenue was earned from these bridge cars in 2010 and 2011, separated by each customer, in response to Interrogatory No. 21.

**Interrogatory No. 23:** Identify how much revenue was earned in 2010, 2011, 2012, 2013, by customer Bowater and its successor, Resolute Forest Products.

**Interrogatory No. 24:** Identify what percentage of the revenue earned from customers Bowater and Graeber Brothers was applied to the Financial Statements included in the 2011 GRYR Abandonment Application for the years 2010 and 2011, item No 2 "Bridge Traffic," and why said percentage amount was selected.

**Interrogatory No. 25:** Identify who made the determination of the percentage of revenue attributable to these Financial Statements in response to Interrogatory No. 24.

**Interrogatory No. 26:** Identify what objects or defects in the track or on GRYR property were maintained or replaced to warrant an expenditure of \$137,220 in 2010 and \$99,630 in 2011 as listed in the GRYR Financial Reports, Item 5(a) "Maintenance of Way and Structure", for those respective years in the 2011 GRYR Abandonment Application.

**Interrogatory No. 27:** Identify what equipment was maintained by GRYR to warrant an expenditure of \$111,450 in 2010 and \$37,950 in 2011 as listed in the GRYR Financial Reports, Item 5(b) "Maintenance of Equipment", for those respective years in the 2011 GRYR Abandonment Application.

**Interrogatory No. 28:** Describe what is meant by "Transportation Expense" and what these expenses included to warrant an expenditure of \$95,100 in 2010 and \$42,800 in 2011 as listed in the GRYR Financial Reports, Item 5(c), for those respective years in the 2011 GRYR Abandonment Application.

**Interrogatory No. 29:** Identify what expenses GRYR incurred to warrant an expenditure of \$103,500 in 2010 and \$51,800 in 2012 as listed in the GRYR Financial Reports, Item 5(d) "General Administrative", for those respective years in the 2011 GRYR Abandonment Application.

**Interrogatory No. 30:** Identify what expenses GRYR incurred to warrant an expenditure of \$198,800 in 2010 and \$102,300 in 2012 as listed in the GRYR Financial Reports, Item 5(g) "Freight Car Costs", for those respective years in the 2011 GRYR Abandonment Application.



**Interrogatory No. 31:** Identify any storage car customers and how many cars came from each storage car customer on the Grenada Line in 2010 and 2011.

**Interrogatory No. 32:** Identify how much revenue GRYR earned from these storage cars in 2010 and 2011 in response to Interrogatory No. 31.

**Interrogatory No. 33:** Identify how many sidings and auxiliary tracks were available for the use of storage cars on the Grenada Line north and south of Grenada.

**Interrogatory No. 34:** Identify in terms of 50 ft. car lengths approx. how many cars would fit in these sidings and auxiliary tracks in response to Interrogatory No. 33.

**Interrogatory No. 35:** Identify what percentage of the sidings and auxiliary tracks available for car storage were used on the Grenada Line north and south of Grenada.

**Interrogatory No. 36:** Describe why in Supplement 2 to Freight Tariff GRYR 8008 effective February 1, 2011 the rate for cars traveling to or from Canton, MS was increased from \$850 to \$1250.

**Interrogatory No. 37:** Describe why the \$400 rate increase was only applied to cars traveling via Canton instead of only cars traveling via Memphis or to all stations in response to Interrogatory No. 36.

**Interrogatory No. 38:** Identify by name and title or position the person(s) responsible for marketing rail service on the Grenada Line and provide an actual count or reasoned estimate of how many hours per week said person(s) have spent marketing rail service on or over the Grenada Line since GRYR purchased it in 2009.

**Interrogatory No. 39:** Describe each communication that Respondents, Michael Van Wagenen, and/or A&K have had with any shipper that is either located on the Grenada Line and/or that tenders traffic which uses the Grenada Line for overhead movement.

**Interrogatory No. 40:** Prior to acquiring the Grenada Line, did Respondents or any third party acting on behalf of Respondents contact shippers and/or prospective shippers on the Grenada Line, and, if so, describe the information that Respondents obtained thereby concerning shipper needs and anticipated traffic levels.

**Interrogatory No. 41:** Describe the basis for Mr. Michael Van Wagenen's statement to the Panolian on June 5, 2009, prior to acquisition in which he says "There's a lot of traffic on this line, even though it's not where it should be."

**Interrogatory No. 42:** Identify what happened to the traffic that was reference in Interrogatory No. 41 above.

**Interrogatory No. 43:** Describe the basis for Mr. Michael Van Wagenen's statement to the Panolian on June 5, 2009, prior to acquisition in which he said "...we have a ready store ready to upgrade these lines."

**Interrogatory No. 44:** Describe what happened to this "ready store" that was in reference to Interrogatory No. 43 above when GRYR first became aware of the bad bridge at milepost 656.4 that lead to GRYR filing for an embargo and if the advantage of having this "ready store" was used to lower the cost of repairing or replacing this bridge.

**Interrogatory No. 45** Describe what happened to this "ready store" that was in reference to Interrogatory No. 43 when GRYR calculated in its Rehabilitation Cost, Item 8, in the 2010 Financial Report in the GRYR 2011 Abandonment Application to be \$12,858,600 and if this "ready store" was used to lower this price.

**Interrogatory No. 46:** Describe the basis for Mr. Michael Van Wagenen's statement to the Natchez Democrat on July 17, 2010, which was 11 months prior before abandonment letters were sent to shippers on the South End, in which he said "...our intent in purchasing these lines from CN is not to abandon these lines and salvage the rail and other materials, but rather we plan to do the opposite... we intend to turn each line into a profitable and healthy railroad for many years to come."

**Interrogatory No. 47:** Identify in investment dollars how much money was invested on the Grenada Line to maintain and expand rail service since acquisition, separate by north and south of Grenada

**Interrogatory No. 48:** Describe the terms of the sale agreement of the Grenada Line between between A&K and IC and include the purchase price.

**Interrogatory No. 49:** Did A&K purchase the Grenada Line on credit? If so, why was this done?

**Interrogatory No. 50:** If A&K purchased the Grenada Line on credit? How much money is still owed to the IC?

**Interrogatory No. 51:** Describe each communication that Respondents, Michael Van Wagenen, and/or A&K had with the IC relating to or referencing the potential for or possibility of abandonment of any portion or all of the Grenada Line.

**Interrogatory No. 52:** Describe the market price of used 112 to 115 lbs jointed rail and associated track materials during the time of the acquisition and now as compared to other common used rail sizes in the rail industry.

**Interrogatory No. 53:** Identify all studies, reports, terms, analyses, feasibility studies, commitment letters, agreements, correspondence, or other documents or materials that refer to, relate to, or describe the potential salvage or resale value of the rail or other associated track materials that comprise the Grenada Line.

**Interrogatory No. 54:** Identify any contract, agreement, understanding, lien or option for the potential salvage or resale value of the rail or other associated track materials that comprise the Grenada Line.

**Interrogatory No. 55:** Identify any contract, agreement, understanding, or arrangement (written or otherwise) for the conditions under which GRYR might be obliged to cease, terminate, or abandon operation of the Rail Line.

**Interrogatory No. 56:** With respect to the meetings with shippers on the Rail Line that took place between “a representative of GRYR” and shippers “currently on the Rail Line” as referenced in the Verified Statement of Michael Van Wagenen (Appendix G to GRYR’s abandonment petition for exemption in the 2011 abandonment proceeding), identify:

- (a) The date, time, and location of each meeting
- (b) The names and titles of all persons present for each such meeting;
- (c) The substance of what was said by each person at such meetings; and
- (d) Any documents or materials that refer to, relate to, describe, or were generated for or used or created during the meeting referenced in this Interrogatory.

**Interrogatory No. 57:** Identify the track inspector, bridge inspector, or which employee, contractor, or person who found the defects in the bridge at milepost 656.4 and identify the date when this defect was found.

**Interrogatory No. 58:** Identify each document that refers to, relates or evidences each communication between the person that found the defects in the bridge at milepost 656.4 and the GRYR or A&K official responsible for authorizing the inspection of the bridge and the GRYR or A&K official that was reported to on the details of such defects.

**Interrogatory No. 59:** Describe whether or not the person who found the defects in the bridge at milepost 656.4 was making routine track or bridge inspection or if this person was sent out to this bridge on a special instance.

**Interrogatory No. 60:** Describe the frequency of inspection of the Grenada Line’s bridges and the bridge at milepost 656.4.

**Interrogatory No. 61:** Identify each document that refers to, relates or evidences each inspection of the Grenada Line's bridges since acquisition.

**Interrogatory No. 62:** Identify the last time the bridge at milepost 656.4 was inspected prior to the defects being found.

**Interrogatory No. 63:** Explain why no slow order was issued for the bridge at milepost 656.4 as evidenced in Representative Sidney Bondurant's reply filed on October 6, 2011 in which he produced a document containing GRYR's list of slow orders and defects in the Grenada Line for September 28, 2011.

**Interrogatory No. 64:** Explain why GRYR permitted a train to operate over the bridge at milepost 656.4 on August 10, 2011 and August 11, 2011 as evidenced in Representative Sidney Bondurant's reply filed on October 6, 2011 after defects were found that were so bad as to warrant an Embargo.

**Interrogatory No. 65:** Explain why trains could not continue to operate over the bridge at milepost 656.4 if two trains were permitted to operate over this bridge after finding the defects.

**Interrogatory No. 66:** Explain if the train crew that operated the train that went over the bridge at milepost on August 10, 2011 and August 11, 2011 was told that this bridge was "literally falling apart" or was notified of any other special instructions when operating over this bridge since no slow orders were issued on GRYR's Daily Operating Bulletin.

**Interrogatory No. 67:** Identify each document that refers to, relates or evidences each communication between GRYR officials and the train crew that operated over the bridge on August 10, 2011 and August 11, 2011 in response to Interrogatory No. 66.

**Interrogatory No. 68:** Identify how many track or bridge inspections, repairs, or replacements that Landreth Engineering has performed for all of A&K's railroads and which railroads these services were performed at.

**Interrogatory No. 69:** Identify how many of these railroads were later abandoned or had a service discontinuation before the STB in response to Interrogatory No. 68.

**Interrogatory No. 70:** Describe GRYR's efforts to generate new business on the South End since 2011 when the GRYR abandonment proceeding was withdrawn.

**Document Production Request No. 1:** Produce the original sale agreement of the Grenada Line between IC and A&K.

**Document Production Request No. 2:** Produce any documents relating to communications among A&K and IC regarding the sale of the Grenada Line.

**Document Production Request No. 3:** Produce all business plans or corporate strategies prepared by or for A&K in the years 2008, 2009, 2010, 2011, 2012, and 2013.

**Document Production Request No. 4:** Produce all business plans or corporate strategies prepared by or for GRYR in the years 2009, 2010, 2011, 2012, and 2013.

**Document Production Request No. 5:** Produce all budgets for A&K in the years 2008, 2009, 2010, 2011, 2012, and 2013.

**Document Production Request No. 6:** Produce all budgets for GRYR in the years 2009, 2010, 2011, 2012, and 2013.

**Document Production Request No. 7:** Produce copies of any inspection reports for the Grenada Line for 2009, 2010, 2011, 2012, and 2013.

**Document Production Request No. 8:** Produce all documents (including but not limited to emails and internal memoranda) referencing or relating to the potential of or possibly for abandoning the Grenada Line.

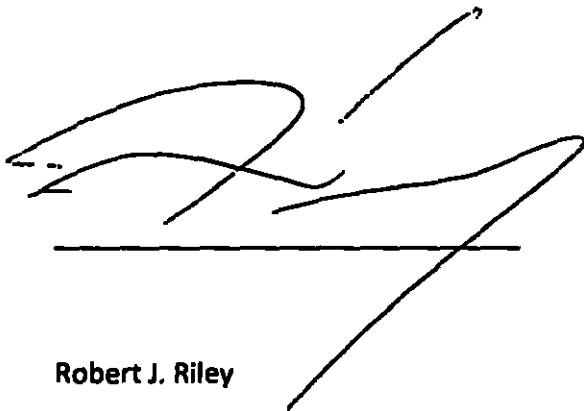
**Document Production Request No. 9:** Produce all documents stating or estimating the maintenance or rehabilitation needs for the Grenada Line for the years 2009 and 2010.

**Document Production Request No. 10:** Produce all documents stating or estimating the capital needs for the Grenada Line for the years 2009 and 2010.

**Document Production Request No. 11:** Produce all documents identified in response to the Interrogatories as set forth above.

For the reasons stated above, a Motion to Compel is necessary to require GRYR to answer my interrogatories and document requests. I request that special attention be given to interrogatory No.'s 9-14 and 49-51 that are in bold, as well as Document Production Requests No.'s 1 and 2 also in bold above. Special attention should be given to these particular interrogatories and document production requests because they directly inquire about the sale terms of the Grenada Line. I also request that the board compel the IC to produce the original sale agreement for comparison.

I certify that I have mailed a copy of this Motion to Compel to all parties of record.

A handwritten signature in black ink, consisting of a large, stylized 'R' followed by a horizontal line and a diagonal stroke extending downwards and to the right.

---

Robert J. Riley

LAW OFFICES  
FRITZ R. KAHN, P.C.  
1919 M STREET NW (7TH FL)  
WASHINGTON, DC 20036

TEL: (202) 263-4152  
FAX: (202) 331-8330  
e-mail: xccgc@gmail.com

September 10, 2013

Mr. Robert J Riley  
1799 Greer Road  
Coldwater, MS 38618

Dear Mr. Riley:

Your discovery requests of September 5, 2013, are objectionable because they are untimely, inappropriate, excessive, harassing, annoying, oppressive, burdensome and expensive.

Sincerely yours,

  
Fritz R. Kahn